

REQUEST FOR PROPOSALS  
FOR  
FOOD AND BEVERAGE OPERATION  
FOR  
DEVIL'S THUMB GOLF CLUB

The City of Delta, Colorado, will accept proposals until 4:00 p.m., Friday, January 21 , 2011, for the operation of the restaurant, concessions, and on-site catering associated with Devil's Thumb Golf Club, Delta, Colorado. A walk through of the facility will take place, Friday, January 14, 2011 at 10:00 am.

Located in the foothills north of Delta, Colorado Devil's Thumb Golf Club offers a unique blend of characteristics. The style is described by architect Rick Phelps as a "prairie style" course. Five sets of tees make the course playable to every type of golfer. From the front tees the course plays to 5180 yards. From the tips it is 7176, a challenge to even the most seasoned player. More than 60 sand bunkers and 3 lakes frame up this spectacular layout placing strategy and shot placement as the top demands for success at Devil's Thumb. Many holes offer different options, split fairways and well placed bunkers make it an interesting combination that seems to change the course each time you play. One's concentration can be wavered by the beautiful backdrop of canyons and mountains seen from the course. Grand Mesa to the north and the San Juan's, West Elks, Black Canyon and the Uncompahgre Plateau finish the picture to the south making Devil's Thumb one of the most uniquely scenic courses you will ever play. Offering some of the best scenery and one of the most challenging courses in the state, every one will enjoy a day on the links at Devil's Thumb Golf Club. In 2010 Devil's Thumb did approximately 23,000 rounds

Proposals will be evaluated on the thoroughness of the individual's or business' response to this request, the experience of the proposed staff, ability to comply with all operational requirements, procurement of proper insurance, etc. Certain businesses or individuals may be selected for personal interviews based on the City's evaluation of the proposals and a final selection made. The successful proposing company should be prepared to assume responsibility for the lease on March 1, 2011, for operation of the Concessions during the 2011 golf season.

Proposals received after the above deadline will be returned to the respective firm unopened. If there are any questions regarding any part of this Request for Proposal, the questions should be directed to: Rob Sanders, General Manager, (970) 874-6262. Proposals delivered in person should be brought to Devil's Thumb Golf Club, 9900 Devil's Thumb Road, Delta, Colorado 81416; mailed proposals should be addressed to Rob Sanders, General Manager, 9900 Devil's Thumb Road, Delta, Colorado, 81416; both methods of delivery subject to the same deadline date.

Rob Sanders, PGA  
General Manager

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**SCOPE OF SERVICES**

The Concessionaire shall address and provide all the information requested under this proposal in connection with and with respect to the following goals, objectives, and provisions.

**A. Concessionaire Provided Products and Services:**

The scope of services shall, as a minimum, include and provide for the following:

1. Quality culinary products, meals, and beverages for the restaurant and on-site catering service for the golfing community and the general public at a reasonable price and in sufficient quantity.
2. A clean, sanitary, and healthy system which conforms to all City, County, State, and Federal buildings, food service, restaurant operations, malt beverage/liquor dispensing regulations, and health codes.
3. A food, beverage, and concession service level which maximizes the patronage of the golfing community and general public.
4. An accurate, up-to-date, efficient, and understandable means of business accounting and operations record keeping and reporting system.
5. An operation which is reliable, responsible, and responsive to the needs of the customers and patrons.
6. Kitchen concession service, restaurant, bar, and dining area maintenance operations to begin March 1, 2011, and terminate February 29, 2012. Additional one year renewable term additions may be considered, strictly on 1<sup>st</sup> years performance.

**B. City Provided Accommodations:**

The service arrangements shall take into account the following Devil's Thumb Golf Clubhouse, kitchen, and restaurant furnishings, fixtures, & spaces of operation available to the Concessionaire:

1. Consists of dining area, deck/veranda area, kitchen, rest rooms and storage closets; together with all equipment fixtures, and furniture therein contained; expressly excluding the Pro Shop, and office.
2. The entire Municipal Golf Course, as described by the perimeter fencing and rock enclosing the course, for the purpose of selling food and beverage, malt-alcoholic beverages, snacks, sandwiches, and soft drinks. The City Council specifically approves sales of alcoholic beverages by the vending company on the Golf Course subject to applicable law, and extends vending company lease to the entire Golf

Course, for that limited purpose. **The City of Delta will hold the Liquor License.** Any violations will be the responsibility of the contractor.

3. Kitchen food cooking, preparation, dish and utensil cleaning area.
4. Kitchen food service, presentation and beverage service counters.
5. Kitchen dry goods, frozen goods, shelving and refrigerator storage areas.
6. Use of current inventory kitchen utensils, food inventory, fixtures and other food service furnishings; along with existing refuse disposal system.
7. Beverage Cart operations and hours will be negotiable.

**C. Operational Information:**

The Concessionaire food service, restaurant, and dining maintenance operational proposal shall include the following information:

1. Annual Operational Plan: (a) months, days, and hours of operation; (b) employees, responsible organization contacts, telephone numbers, and addresses.
2. Example of menu selections and associated prices, showing the variety and value of the food service offerings. Example of event/party packages offered.
3. Example of Clubhouse area maintenance schedule.
4. Recommendations for future permanent and temporary food service or facility maintenance improvements, including a proposal for how these improvements would be financed.
5. Utilities, HVAC, misc, preventive maintenance costs will be negotiated.

**D. Specific Proposal Items to Address:**

Outline your *minimum* proposal for an annual lease agreement with the City.

1. Your proposed flat fixed facility monthly rent payment and/or percentage of the gross receipts for open and closed periods of seasonal operations, at the Municipal Golf Course (also, define gross receipts).
2. Your proposed fixed date of payment due dates and the percentage of late payment penalty amount (state specific percentage rate applied to balance).
3. Your proposed insurance coverage's to satisfy the City of Delta minimum insurance requirements. (See Insurance Provisions)
4. Your proposal for length of lease term and number of term renewals.

**E. RFP Submittal and Time Table:**

Proposal due date is Friday, January 21, 2010, at 4:00 p.m. at the Devil's Thumb Golf Club, 9900 Devil's Thumb Road, Delta, Colorado. Five (5) copies of the proposal submittals should be directed to: General Manager, Attention: Rob Sanders, General Manager, (970) 874-6262. The successful proposer should be prepared to begin services and maintenance operations on, March 1, 2011. The proposal submittal will be the Concessionaire's indication that they have no problem in keeping this schedule.

## **CONTRACT OR LEASE AGREEMENT PROVISIONS**

The contents of this proposal, for the successful Concessionaire, may become contractual obligations if the City of Delta wishes to execute a contract based on the submitted proposal. Failure of the successful Concessionaire proposer to accept these obligations, in a purchase agreement, purchase order, contract, lease agreement or similar instrument may result in cancellation of the award and such Concessionaire may be removed from future solicitations.

## **INSURANCE PROVISIONS**

The successful Concessionaire must be able to procure and maintain, during the term of this agreement, and any subsequent renewals. Public liability insurance and property damage insurance in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for each claimant for any number of claims arising out of a single transaction or occurrence; and in the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence; and property damage insurance in the amount of Fifty Thousand Dollars (\$50,000) per occurrence. Concessionaire agrees to also furnish comprehensive general liability coverage providing bodily injury, personal injury, property damage insurance; including products, liability, and complete operations coverage against any and all claims and losses arising out of any operations of the Concessionaire including the occupancy of the premises, sale, gift, serving, handling, or dispensing of any product including malt and alcoholic beverages.

Concessionaire shall provide the City with certificates evidencing such insurance as outlined above prior to beginning any work under this project. Such certificates shall provide the thirty (30) days advance written notice to City of cancellation, material change, reduction of coverage, or non-renewal. Insurance certificates shall name the City as additional insured.

I have read, understand, and will comply with all of the terms conditions set forth in this RFP.

There is no expressed or implied obligation for the City of Delta to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. The City of Delta Reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Delta and the firm selected.

Authorized Individual Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Above Name: \_\_\_\_\_ (Individual/Company Representative)

Individual/Company Name:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address (Street and/or P.O. Box)

\_\_\_\_\_  
City State ZIP Telephone